

**ATTORNEY GENERAL OF THE STATE OF NORTH CAROLINA  
CONSUMER PROTECTION DIVISION**

**IN THE MATTER OF  
TT of Independence, Inc., d/b/a "East Charlotte Nissan"**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into between the State of North Carolina on relation of its Attorney General, Roy Cooper, pursuant to his powers under Chapter 75 of the North Carolina General Statutes, and TT of Independence, Inc. (d/b/a and hereinafter "East Charlotte Nissan"), a North Carolina corporation.

**STATEMENT OF PURPOSE**

WHEREAS, East Charlotte Nissan is a motor vehicle dealership which sells new and previously owned vehicles, and which assists buyers in obtaining financing from outside lenders for purchasing vehicles sold by it. East Charlotte Nissan conducts business at 6901 East Independence Boulevard, Charlotte, North Carolina 28227.

WHEREAS, the Consumer Protection Division of the Attorney General's Office (hereafter "AGO") has been investigating consumer complaints concerning aspects of the above-referenced business, during the period from January 1, 2011 to the present (hereafter "relevant period"), and East Charlotte Nissan has provided information and documentation responsive to the Attorney General's requests in an effort to reach a resolution regarding the outstanding complaints.

**BACKGROUND**

Consumers filed complaints with the AGO alleging, among other things, that East Charlotte Nissan caused the consumer to believe that financing had been secured from a lender, and permitted the consumer to take possession of the vehicle, before informing the consumer that

financing had not been secured and demanding that the consumer return the vehicle or accept less favorable terms. Consumers further alleged that East Charlotte Nissan failed to maintain insurance until financing was finalized in violation of N.C. Gen. Stat. § 20-75.1, and that the dealership granted a temporary marker to the buyer in such sales before ownership had passed in violation of 19A North Carolina Administrative Code 03D .0221.

East Charlotte Nissan contends that all of its business practices were lawful.

Nevertheless, East Charlotte Nissan agrees to the following terms and agreements in order to resolve the AGO's investigation.

#### **GENERAL TERMS OF THE AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties have agreed to resolve the issues and concerns described in the paragraphs above by entering this Settlement Agreement and hereby agree as follows:

1. No Admission of Liability. The parties acknowledge that East Charlotte Nissan is entering into this Settlement Agreement solely for the purposes of settlement and that nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, or of any other matters of fact or law, or of any liability or wrongdoing.
2. No Validation of Current Business Practices. Acceptance of this Settlement Agreement by the Attorney General shall not be construed as or deemed to be an approval of any of East Charlotte Nissan's business practices.
3. Release from Liability. The AGO shall not institute any suit or proceeding against East Charlotte Nissan, its principals, directors, members, officers, representatives, agents, successors, assigns, or employees with respect to conduct occurring prior to the date of this Settlement Agreement, for East Charlotte Nissan's violation of N.C. G. S. § 20-75.1 or of 19A

NCAC 03D .0221. This Settlement Agreement does not affect the rights, if any, or the obligations, if any, that any individual or entity may have with respect to East Charlotte Nissan. This Agreement shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina.

4. No Release from Federal or State Law. Nothing in this Settlement Agreement shall be construed as relieving East Charlotte Nissan of the future obligation to comply with all state and federal laws, regulations or rules, or relieving East Charlotte Nissan from any existing or future liability under the laws or from legal claims not set forth in this Agreement, or as limiting the ability of the AGO or any other government entity from enforcing such provisions with respect to East Charlotte Nissan within the State of North Carolina.

5. Survival of Agreement. This Settlement Agreement shall be binding upon the AGO and upon East Charlotte Nissan, its principals, directors, members, officers, parent corporations, subsidiaries, employees, representatives, agents, successors, and assigns. Causes of action based upon the breach of this Agreement shall survive the execution of this Agreement.

6. Further Assurances. East Charlotte Nissan agrees, without waiving any applicable legal defenses that East Charlotte Nissan might have, to take such further action as the Attorney General shall reasonably request from time to time in connection herewith to evidence or give effect to the transactions contemplated hereby.

7. Future Consumer Complaints. If at any time following the execution of this Agreement the Attorney General receives a complaint from a North Carolina consumer who returned a conditionally delivered vehicle to East Charlotte Nissan and such complaint evidences East Charlotte Nissan's collection (during the relevant period) of money, without refund, from the consumer which is not reflected in information submitted by East Charlotte Nissan, the

Attorney General shall forward the complaint (along with any supporting documentation) to East Charlotte Nissan. Within thirty (30) days of the receipt of the complaint and supporting documentation, East Charlotte Nissan will submit documentation showing refund (excluding any reasonable charge for damage, excessive mileage, or excessive wear and any amount which was applied to another transaction) to the consumer or will submit payment of all non-refunded money (collected from the consumer for the purchase of a conditionally delivered vehicle which was ultimately returned to East Charlotte Nissan) to the consumer as well as provide documents to the Attorney General which reflect the amount and date of the issued refund.

8. Modification. This Settlement Agreement may be modified only by a written instrument signed by, or on behalf of, the Attorney General and East Charlotte Nissan. The parties further acknowledge that this Settlement Agreement constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable by a court of law, the remaining provisions shall continue in full force and effect.

9. Governing Law. This Settlement Agreement shall be governed by the laws of the State of North Carolina.

10. Consent to Jurisdiction. The parties agree and stipulate that the Courts of the State of North Carolina have personal jurisdiction over East Charlotte Nissan in any dispute involving this Settlement Agreement as well as subject matter jurisdiction to enforce this Settlement Agreement and to issue any orders or directions as may be necessary and appropriate for the enforcement of this Settlement Agreement.

11. Authority to Execute Documents and Enforceability. Each of the parties represents that it has the power, authority and legal right to make, deliver, and perform the terms

of this Settlement Agreement and all documents related to this Agreement.

### **SPECIFIC TERMS OF THE AGREEMENT**

In order to resolve these issues, the parties have agreed and bound themselves as follows:

12. Compliance with State and Federal Laws. East Charlotte Nissan shall maintain insurance, as well as its dealer tags, on vehicles subject to conditional delivery sales until financing is approved for each purchase in compliance with N.C.G.S. § 20-75.1 and 19A NCAC 03D .0221 respectively, as they currently exist or may be amended in the future. Additionally, East Charlotte Nissan shall comply with N.C.G. S. § 75-1.1 and all other state and federal laws, as they currently exist or may be amended in the future.

13. Future Monitoring. The Attorney General is authorized to monitor East Charlotte Nissan's compliance with this Settlement Agreement by all lawful means and nothing in this Settlement Agreement shall limit the right of the Attorney General to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

14. Payment to the AGO. East Charlotte Nissan shall pay the total sum of \$10,000 to the Attorney General to be used for attorney fees, investigative costs, enforcement, or other consumer protection purposes at the discretion of the Attorney General. East Charlotte Nissan shall pay the amount set forth above via check payable to the "North Carolina Department of Justice" within five days of the date of execution of this Agreement.

15. Consumer Restitution. East Charlotte Nissan represents that it has either (a) issued a full refund (excluding any reasonable charge for damage, excessive mileage, or excessive wear and tear) of all money collected from each consumer who took possession of a vehicle on or after January 1, 2011 and returned the vehicle after they were informed that

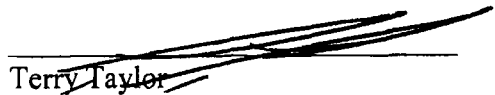
financing was not secured, or that (b) it has applied such an amount to another purchase by the consumer. East Charlotte Nissan represents that the total amount of money either refunded or credited to consumers who returned conditionally delivered vehicles, during the relevant period, is \$309,101.98.

**THE UNDERSIGNED, WHO HAVE THE AUTHORITY TO CONSENT AND SIGN ON BEHALF OF THE PARTIES IN THIS ACTION, HEREBY CONSENT TO THE FORM AND CONTENT OF THE FOREGOING SETTLEMENT AGREEMENT.**

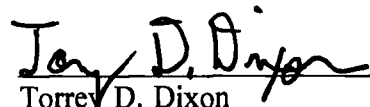
**SIGNATURE PAGE ATTACHED**

This 8<sup>th</sup> day of June, 2016.

**TT of Independence, Inc.**

  
Terry Taylor  
Owner

**ROY COOPER**  
Attorney General of North Carolina

  
Torrey D. Dixon  
Assistant Attorney General